

EXHIBIT A

Agreement ID: FA-31922-1
Version: 2



FRAME AGREEMENT

BETWEEN

IKEA SUPPLY AG

AND

Convoy Inc.

REGARDING TRANSPORT SERVICES
AND OTHER RELATED SERVICES

The parties hereby agree to amend the terms of the contract as follows:

FRAME AGREEMENT (Clause Updated)

Frame Agreement

This Frame Agreement with id: FA-31922-1 is made by and between

IKEA Supply AG,

a company organized and existing under the laws of
Switzerland

with registered address

Grüssenweg 15

CH 4133 Pratteln, Switzerland

and registration number

CHE-106.816.182

("IKEA");

and

Convoy Inc.

a company organized and existing under the laws of United States

with registered address

1700 7th Avenue, Suite 116, #287, SEATTLE, WA 98101, UNITED STATES

and registration number

2642672

(the "Transport Company")

WHEREAS;

(A) IKEA has been requested to purchase services relating to transport and distribution of IKEA products and other related goods, components and material, including raw material.

(B) IKEA is dependent on professional logistic services for its operations and an efficient, cost-effective and professional distribution and logistic system is essential to IKEA in order to keep low prices on the market.

(C) The Transport Company has declared the Transport Group Companies highly skilled and competent in providing professional transport and logistics services. The Transport Company acknowledges that IKEA is relying on the skill, experience and knowledge of the Transport Group Companies in provision of the Services and will enable that IKEA benefits from their professional skill, experience and knowledge when Services are provided by a Service Provider.

(D) The Parties are aware that the actual need for Services is continuously determined by the customers of IKEA Franchisees and Inter IKEA Companies and that both Parties must always adjust themselves accordingly. Attentiveness, rapid exchange of information and high flexibility are fundamental prerequisites for the collaboration of the Parties and each Party undertakes to put all its reasonable efforts in order to meet such prerequisites.

NOW THEREFORE, IKEA and the Transport Company have agreed as follows.

6.1 (Clause Updated)

This Frame Agreement shall become effective as of 2021-07-01

and shall be in force until 2024-06-30 or as long as any Transport Agreement between a Transport Group Company and an Authorised Company is valid, whichever is longer.

8.1 (Clause Updated)

Any correspondence required to be in writing under the Frame Agreement shall be in English and shall be deemed to be valid and effective, if personally served to the other Party or sent by registered prepaid mail to the addresses set out below or by telefax to:

If to IKEA	If to the Transport Company
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IKEA Supply AG Attention: Agreement Administration: Grüssenweg 15, CH-4133, Pratteln	Convoy Inc. Attention: Administration 1700 7th Avenue, Suite 116, #287, SEATTLE, WA 98101, UNITED STATES
Fax No: +41 (0)58 853 56 01	Fax No: +001-855-526-6869
With an email copy to: responsible Business Developer	With a copy to: Attention: _____ same as above _____ With an email copy to: responsible contact person of Transport Company Amy Bruhn amy.bruhn@convoy.com

Frame Agreement for Transport Services - Land

This Frame Agreement consists of the main document and the appendices listed below ("Appendices").

<u>1. FRAME AGREEMENT</u>	<u>1-10</u>
<u>2. IWAY STANDARD: GENERAL SECTION</u> <u>Edition 6.0</u>	<u>11-25</u>
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NOW THEREFORE, IKEA and the Transport Company have agreed as follows.

1. DEFINITIONS AND APPENDICES

1.1

In the Agreement the following words and expressions shall have the following meaning. The singular shall include the plural and vice versa.

Agreement	This Frame Agreement together with the Appendices and Transport Agreements and its appendices.
Authorised Company	Any and all companies within the Inter IKEA Group, any IKEA Franchisee, and any other company authorised in writing by IKEA to place Orders under a Transport Agreement.
Buying Company	The specific Authorised Company that buys Services under a Transport Agreement by being mentioned as the buyer (e.g. buyer on invoice, buying company, or similar) in an Order.
Frame Agreement	This document including the Appendices but excluding the Transport Agreements.
Goods	The IKEA products including customer package or other goods and/or material, including but not limited to, handling materials, components to furniture and home furnishing articles, raw materials.
Inter IKEA Company	Any company within the Inter IKEA Group.
Inter IKEA Group	Any and all companies ultimately owned and/or controlled, directly or indirectly, by Inter IKEA Holding B.V.
IKEA Franchisee	A company that owns and operates IKEA store/s under franchise agreement/s with Inter IKEA Systems B.V.
Order	An order for Services submitted to a Transport Group Company in accordance with a Transport Agreement.
Party or Parties	Individually or collectively: either IKEA and Transport Company with regard to the Frame Agreement, or the relevant Authorised Company and the Service Provider with regard to the Transport Agreement.
Services	Transports of Goods in transit to any Inter IKEA Company or any other party designated by the Authorised Company, ordered in accordance with a Transport Agreement, and related services.
Service Provider	The specific Transport Group Company that provides any of the Services in accordance with a valid Transport Agreement. For the avoidance of doubt the term "Service Provider" shall, when a subcontractor is engaged, refer also to the subcontractor/s engaged by the Service Provider.
Transport Agreement	A sub-agreement to this Frame Agreement

	concluded between an Authorised Company and a Transport Group Company and appendices thereto, which contain the details (for example applicable rates) of the Services to be provided by the Service Provider.
Transport Group Company	The Transport Company and/or any of its affiliated companies.

2. SCOPE AND PURPOSE

2.1

This Agreement constitutes a framework for the provision of Services by a Service Provider to a Buying Company.

2.2

IKEA shall have the right to inform any Authorised Company of the terms and conditions of the Agreement. However, the Agreement shall in no way be considered a legally binding commitment by IKEA or any Authorised Company to purchase any Services from any Transport Group Company, and a decision not to do so by any or all Authorised Companies shall not entail any liability whatsoever for IKEA or any Authorised Company. Further, this Frame Agreement shall in no way be considered a legally binding commitment of the Transport Company or any Transport Group Company to provide any Services to any Authorised Company.

2.3

Subject to an individual decision of an Authorised Company to purchase Services from a Service Provider under a Transport Agreement, the Service Provider undertakes to provide, either by itself or through subcontractors, the Services ordered by the Authorised Company subject to the terms and conditions of the Agreement.

2.4

A Transport Agreement shall be regarded as a separate agreement between the signing Authorised Company and Transport Group Company.

2.5

IKEA shall in no event be liable towards the Transport Company or any Service Provider for any of the liabilities or obligations of an Authorised Company, if IKEA is not the Buying Company. IKEA and any Authorised Company shall not be regarded as joint and/or several debtors/creditors.

2.6

The Transport Company shall not be liable towards IKEA or any Authorised Company for any of the liabilities or obligations of a Service Provider, if the Transport Company is not the contracting party to a Transport Agreement. For the avoidance of doubt, where a Service Provider has assigned a subcontractor for providing any Services whatsoever, the Service Provider shall be ultimately liable and responsible in relation to the Buying Company for any obligations of such subcontractor.

2.7

Should Service Provider assign a subcontractor for providing any Services under the Agreement, it shall, upon the request from IKEA, provide proof of payment to its subcontractor. Proof of payment shall be provided within ten (10) working days from the request. Should Service Provider fail to provide such proof of payment, the provisions in 4.2 below shall apply.

2.8

All Orders for the supply of Services submitted to a Transport Group Company shall be subject to the terms and conditions of the Agreement.

2.9

Each Transport Agreement shall contain a reference to this Frame Agreement. Each Order shall contain a reference to the concerned Transport Agreement.

2.10

The Transport Agreements form an integral part of the Agreement meaning that the Services to be performed by a Service Provider under a Transport Agreement shall be subject to the provisions set out in this Agreement.

3. TRANSPORT AGREEMENTS AND ORDERS

3.1

An Authorised Company and a Transport Group Company may agree on supply of Services by entering into a Transport Agreement in writing or by signing through electronic means (i.e. by authenticated or non-authenticated electronic signature).

3.2

An Authorised Company may submit an Order to a Service Provider for the supply of Services under a Transport Agreement even if the Authorised Company is not the contracting party to the Transport Agreement. Each Buying Company shall be solely liable towards the Service Provider for all liabilities and obligations under the Agreement in relation to any Order issued by this Buying Company. Further, the Service Provider shall be liable towards the Buying Company for all liabilities and obligations under the Agreement.

4. PAYMENT

4.1

The Buying Company shall pay remuneration for rendered Services according to the Transport Agreement or the Order and payment shall be made in accordance with the payment methods and payment terms specified in the Transport Agreement.

4.2

Notwithstanding anything to the contrary stipulated in this Agreement, the remuneration for the Services rendered under the Agreement shall only be payable by the Buying Company to the Service Provider if the Service Provider has fulfilled all of its obligations set forth in the Agreement and any obligation in relation to the Services, including but not limited to the full payment to subcontractors, if applicable. In addition, the Buying Company's right to withhold payment under this Section 4.2 shall remain until the Service Provider has provided proof of the

fulfilment of its obligations.

4.3

The Service Provider may appoint one or more Transport Group Company as authorised to receive payments for the rendered Services on behalf of the Service Provider. In such cases, Service Provider shall duly fill in and send to IKEA a company information form - as provided under Section 8 of the Invoicing Method Appendix - with regard to each appointed Transport Group Company. Service Provider shall not be entitled to request payment for rendered Services already paid to the appointed Transport Group Company.

5. STEERING MODEL

A steering model has been established under this Agreement to steer and manage the total business relationship between the Parties.

6. TERM AND TERMINATION

6.1

This Frame Agreement shall become effective as of 2021-07-01 and shall be in force until 2024-06-30 or as long as any Transport Agreement between a Transport Group Company and an Authorised Company is valid, whichever is longer.

6.2

A Transport Agreement shall cease or be terminated in accordance with what is stated in the Transport Agreement or in accordance with what is stated under this Frame Agreement. In the event of termination, each Party shall fulfil its contractual obligations accruing until any concerned Transport Agreement is terminated.

6.3

This Frame Agreement shall not be affected by the addition of new Transport Agreement or by the termination or cessation of any Transport Agreement, except for what is stated in Section 6.1.

7. APPENDICES AND AGREEMENT STRUCTURE

7.1

This Frame Agreement consists of this main document and the Appendices listed below.

7.2

The following Appendices have been attached to this Frame Agreement and form an integral part of the Frame Agreement.

- IWAY Standard: General Section Edition 6.0
- IWAY Standard: Transport Section Edition 6.1
- IWAY Standard: General Section Edition 5.2
- IWAY Standard: Transport Section Edition 5.1
- General Conditions

- Business Set-up and Requirements - Land Transportation
- Standard Operational Procedures
- IKEA requirements for Loading Units
- Invoicing Method

7.3

In the event the content of an Appendix contradicts or otherwise deviates from the content of this main document or another Appendix, the provisions of this main document shall take precedence and the Appendices shall prevail in the order as listed above.

7.4

In case of ambiguities or discrepancies, the documents shall prevail in the following order: the Order, the Transport Agreement and its appendices and finally this Frame Agreement.

7.5

No modification, amendment, alteration or waiver of any provision in this Agreement shall be binding upon the Parties, unless made in writing or by signing through electronic means (i.e. by authenticated or non-authenticated electronic signature) and signed by both Parties by their duly authorised representatives.

7.6

The number and version of this Frame Agreement is stated in the upper right corner of this Frame Agreement. The latest version of the Frame Agreement shall replace the previously signed versions of the Frame Agreement.